BIDDER SUMMARY SHEET
RFP # 24-025
Pavement Marking 2024-2026

Business Name: MARKING SPECIALISTS CORPORATION

Street Address: 114 HIGH RD., UNIT 1

City, State, Zip: CARY, IL 60013

Contact Name: ROB BUERGER

Title: EXEC. V.P.

Phone: 847 462 0799 Fax: 847 462 0929

E-Mail address: rob@markingspecialists.net

Price Proposal

	ITEM	Unit	UNIT PRICE 2024	UNIT PRICE 2025	UNIT PRICE 2026
1.	Epoxy Pavement Marking- Line 4"	L.F.	$ 1.35	$ 1.40	$ 1.45
2.	Epoxy Pavement Marking- Line 6"	L.F.	$ 2.25	$ 2.33	$ 2.42
3.	Epoxy Pavement Marking- Line 12"	L.F.	$ 4.50	$ 4.67	$ 4.84
4.	Epoxy Pavement Marking- Line 24"	L.F.	$ 9.00	$ 9.34	$ 9.69
5.	Epoxy Pavement Marking- Letters And Symbols	S.F.	$ 5.50	$ 5.71	$ 5.92

	ITEM	Unit	UNIT PRICE 2027	UNIT PRICE 2028
1.	Epoxy Pavement Marking- Line 4"	L.F.	$ 1.51	$ 1.56
2.	Epoxy Pavement Marking- Line 6"	L.F.	$ 2.51	$ 2.61
3.	Epoxy Pavement Marking- Line 12"	L.F.	$ 5.03	$ 5.21
4.	Epoxy Pavement Marking- Line 24"	L.F.	$ 10.05	$ 10.43
5.	Epoxy Pavement Marking- Letters And Symbols	S.F.	$ 6.14	$ 6.37

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: ROBERT W. BUERGER

Signature of Authorized Signee: [signature]

Title: EXEC. V.P. Date: 2.27.2024

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 24472-LIB-24-04

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Marking Specialists Corporation

114 High Road
Cary, IL 60013

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
State of Inc: Massachusetts

OWNER:
(Name, legal status and address)
Village of Orland Park
14700 S. Ravania Avenue
Orland Park, IL 60462

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Amount Bid (10%)

PROJECT:
(Name, location or address, and Project number, if any)
Request for Proposals #24-025 Pavement Marking 2024-2026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2024

(Witness)

Marking Specialists Corporation
(Principal) (Seal)
(Title) ROBERT W. BUEGER, EXEC. V.P.

(Witness) Nicole M. West

Liberty Mutual Insurance Company
(Surety) (Seal)
(Title) Sandra M. Nowak, Attorney-in-Fact

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra M. Nowak all of the city of Chicago, state of Illinois each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

Proposals shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposals is not responsible.

The undersigned ROBERT W. BUGRER,
(Enter Name of Person Making Certification)

as EXEC. V.P.
(Enter Title of Person Making Certification)

and on behalf of MARKING SPECIALISTS CORPORATION,
(Enter Name of Business Organization)

certifies that Proposers is:

1) **A BUSINESS ORGANIZATION**: Yes [X] No [ ]

Federal Employer I.D. #: 36-3215385
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
X Corporation ILLINOIS *(State of Incorporation)* JANUARY 1983 *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [X]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [X] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [ ]

How are you certifying? **Certificates Attached** [X] **Self-Certifying** [ ]

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV - 8 2023

Alfredo Zavala
Marking Specialists Corporation
555 Sundown Rd.
South Elgin, IL 60177

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Zavala:

We are pleased to inform you that **Marking Specialists Corporation** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired September 1, 2023 and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of September 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of September 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

If you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
237310 – Airport Runway Line Painting (e.g. Striping); Highway Line Painting; Painting Lines on Highways, Streets & Bridges; Painting Traffic Lanes or Parking Lots; Parking Lot Marking and Line Painting; Traffic Lane Painting

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/fn

Illinois Department of Transportation
Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

August 14, 2023

CERTIFIED – RETURN RECEIPT REQUESTED

Mr. Alfredo Zavala
Marking Specialists Corporation
P. O. Box 745
Arlington Heights, IL 60006

Dear Mr. Zavala:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Marking Specialists Corporation and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit.* Your firm's next affidavit is due on **September 1, 2024**. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

Debra A. Clark
Interim DBE Certification Section Manger
Bureau of Small Business Enterprises

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [X]

3) **AUTHORIZED TO DO BUSINESS IN ILLINOIS**: Yes [X] No [ ]

The Proposer is authorized to do business in the State of Illinois.

4) **ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS**: Yes [X] No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) **SEXUAL HARASSMENT POLICY COMPLIANT**: Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT**: Yes [X] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or

representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) **PREVAILING WAGE COMPLIANCE:** Yes [X] No [ ]

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Proposer shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for

the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes [X] No [ ]

Proposer participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: TEAMSTERS LOCAL 673 INTERNATIONAL BROTHERHOOD OF TEAMSTERS JOINT COUNCIL NO. 25 TRAINING FUND

Brief Description of Program: US DOL REGISTERED APPRENTICESHIP PROGRAM FOR THE TRADE OF PAVEMENT STRIPER (COVERS TRAFFIC SAFETY WORKER TRADE)

9) **TAX COMPLIANT:** Yes [X] No [ ]

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all

utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

ROBERT W. BUERER

Name of Authorized Officer

EXEC. V.P.

Title

2.27.2024

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: MARKING SPECIALISTS CORPORATION

(Enter Name of Business Organization)

1. ORGANIZATION: VILLAGE OF OAK PARK
   ADDRESS: 201 SOUTH BLVD, OAK PARK, IL 60302
   PHONE NUMBER: 708 358 5700
   CONTACT PERSON: RUB SPROULE
   YEAR OF PROJECT: 2023-24

2. ORGANIZATION: CITY OF ELMHURST
   ADDRESS: 209 N. YORK ST., ELMHURST, IL 60126-2759
   PHONE NUMBER: 630-530-3000
   CONTACT PERSON: STANLEY BALICKI
   YEAR OF PROJECT: 2023

3. ORGANIZATION: CITY OF DES PLAINES
   ADDRESS: 1420 MINOR ST., DES PLAINES, IL 60016
   PHONE NUMBER: 847 391 5300
   CONTACT PERSON: TIMOTHY OAKLEY
   YEAR OF PROJECT: 2023

ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY
Full Statutory Limits - Employers Liability
$500,000 – Each Accident $500,000 – Each Employee
$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
$2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: *(not applicable for Goods Only)*
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☑ **LIABILITY UMBRELLA (Follow Form Policy)**
☑ $1,000,000 – Each Occurrence $1,000,000 – Aggregate
☐ $2,000,000 – Each Occurrence $2,000,000 – Aggregate
☐ Other: _____
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☐ **PROFESSIONAL LIABILITY**
☐ $1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ $2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed $50,000 without prior written approval

☐ **BUILDERS RISK**
Completed Property Full Replacement Cost Limits – Structures under construction

☐ **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**
$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site

☐ **CYBER LIABILITY**
$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 24th DAY OF February, 2024

Signature

Authorized to execute agreements for:

Robert W. Buerer - Exec. V.P.

Printed Name & Title

Marking Specialists Corporation

Name of Company

Client#: 638824

MARKISPE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
2021 Spring Road, Suite 100
Oak Brook, IL 60523
312 442-7200

CONTACT NAME: Kelly Kottke
PHONE (A/C, No, Ext): 630 625 5209 FAX (A/C, No): 610 537 4874
E-MAIL ADDRESS: kelly.kottke@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Ascot Specialty Insurance Company	45055
INSURER C : Merchants National Insurance Company	12775
INSURER D : Redwood Fire and Casualty Insurance Co.	11673
INSURER E :	
INSURER F :	

INSURED
Marking Specialists Corp.
114 High Road, Unit 1
Cary, IL 60013

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CMM4499745	03/31/2023	03/31/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CMM4499745	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ESXS231000016203	03/31/2023	03/31/2024	EACH OCCURRENCE	$5,000,000
C	EXCESS LIAB CLAIMS-MADE			EXL0002543	03/31/2023	03/31/2024	AGGREGATE	$5,000,000
	DED X RETENTION $0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MAWC442706	03/31/2023	03/31/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: MSC Job No. 28420 - John Burns Construction Company Job 2016 - Peterson Ridge New Station & Parking Rehab (2) Bridges @ Peterson & Ridge Ave

The following are added as Additional Insured with respect to General Liability and Auto Liability only, in connection to the above referenced project.
(See Attached Descriptions)

CERTIFICATE HOLDER

John Burns Construction Company
17601 Southwest Highway
Orland Park, IL 60467

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

- John Burns Construction Company
- The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated seperate public corporate known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, the Regional Transportation Authority, an Illinois municipal corporation and other railroads operating on the property.

The coverage afforded the Additional Insured is on a Primary and Non-Contributory basis and Waiver of Subrogation applies with respect to General Liability, Auto Liability and Workers' Compensation coverage, as per written contract. Umbrella follows form.

EXHIBIT A
RFP # 24-025
Pavement Marking 2024-2026

SPECIAL PROVISIONS

EPOXY PAVEMENT MARKING:

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC"), and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways".

All materials, installation procedures and restrictions shall conform to the applicable portions of section 780 of the SSRBC.

Basis for Payment: This work shall be measured and paid for at the contract unit price per LINEAL FOOT or SQUARE FOOT for:

EPOXY PAVEMENT MARKING - LINE
EPOXY PAVEMENT MARKING - LETTERS & SYMBOLS

Exhibit B
RFP # 24-025
Pavement Marking 2024-2026

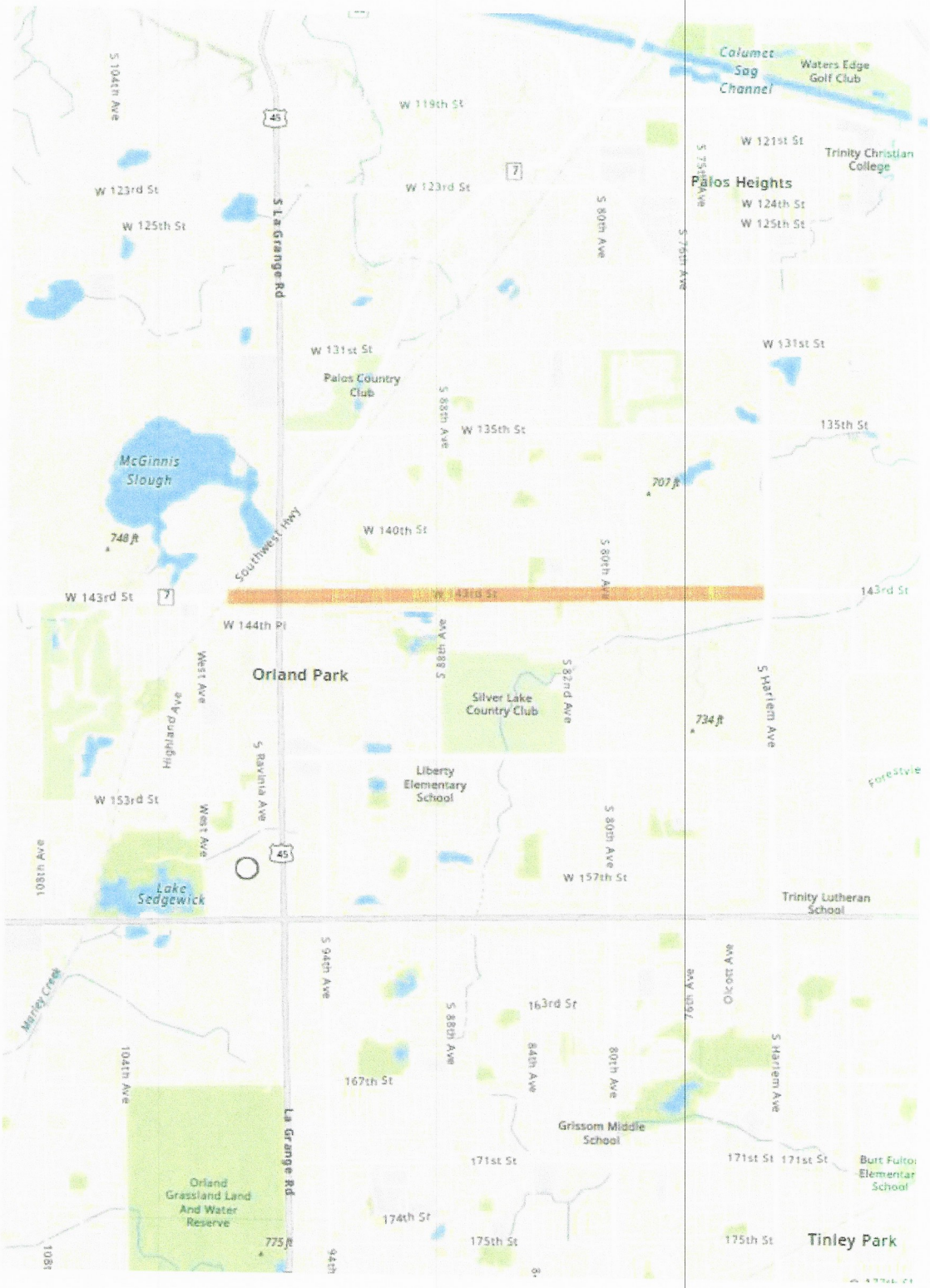

EXHIBIT C
RFP # 24-025
Pavement Marking 2024-2026
Quantity Estimate 2024-2026

2024	4" Line (L.F.)	6" Line (L.F.)	12" Line (L.F.)	24" Line (L.F.)	Letters & Symbols (S.F.)
143rd Street - SW Hwy to Harlem (17,700 LF)	54,780	14,750	1,800	665	1975
Miscellaneous Residential Areas- (Stop Bars, Crosswalks, Lane Lines)	2,500	5,500	300	500	200
Totals =	**57,280**	**20,250**	**2,100**	**1,165**	**2,175**

2025	4" Line (L.F.)	6" Line (L.F.)	12" Line (L.F.)	24" Line (L.F.)	Letters & Symbols (S.F.)
Orland Parkway - Wolf to La Grange (11,500 LF)	27,700	3,845	485	10	1045
131st Street - La Grange to SW Hwy (3,540 LF)	6,550	6,870	1,690	70	220
Miscellaneous Residential Areas- (Stop Bars, Crosswalks, Lane Lines)	2,500	5,500	300	500	200
Totals =	**36,750**	**16,215**	**2,475**	**580**	**1,465**

2026	4" Line (L.F.)	6" Line (L.F.)	12" Line (L.F.)	24" Line (L.F.)	Letters & Symbols (S.F.)
Will- Cook Road - 159th St. to SW Hwy (15,000 LF)	45,850	1,120	1,410	140	180
Miscellaneous Residential Areas- (Stop Bars, Crosswalks, Lane Lines)	2,500	5,500	300	500	200
Totals =	**48,350**	**6,620**	**1,710**	**640**	**380**